

AGREEMENT

-Between-

TEAMSTERS LOCAL UNION NO. 25 International Brotherhood of Teamsters

-and-

PURCHASE AMERICA

D/b/a/

SUNRISE SCAVENGER

For the Period

July 1, 2009 through June 30, 2014

Sean M. O'Brien President/Principal Officer Mark A. Harrington Secretary-Treasurer

Printed & Assembled by Teamsters Local Union No. 25 Office Staff

PREAMBLE

This Agreement is made and entered into by and between Excavating & Building Material Teamsters, Chauffeurs & Helpers, Local Union No. 25, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", and Purchase America d/b/a Sunrise Scavenger, hereinafter referred to as "Employer".

ARTICLE 1 RECOGNITION

1.01 The Employer recognizes and acknowledges that the Union is the sole and exclusive representative of all employees in the classification of work listed in this Agreement, including members that are temporary and casual employees, for the purposes of collective bargaining as provided by the National Labor Relations Act, as amended.

ARTICLE 15 HEALTH & WELFARE

- 15.01 a) This Health and Welfare Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.
 - b) Commencing with the 1st day of July, 2009, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Union 25 Health Services & Insurance Plan (hereinafter referred to as the "Health Plan") for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$7.51 1/4 to the Health Plan from the first hour of employment, up to a maximum of forty (40) hours per week.

Commencing with the 1st day of August, 2009, the said hourly contribution rate shall be \$7.86 \(\). Commencing with the 1st day of August, 2010, the said hourly contribution rate shall be \$8.21 \(\). Commencing with the 1st day of August, 2011, the said hourly contribution rate shall be \$8.56 \(\). Commencing with the 1st day of August, 2012, the said hourly contribution rate shall be \$8.91 \(\). Commencing with the 1st day of August, 2013, the said hourly contribution rate shall be \$9.26 \(\).

ARTICLE 17 WAGES, HOURS & OVERTIME

17.01 The following are the classifications and minimum hourly rates, effective on the beginning of the first pay periods on or following the dates below, for employees covered by this Agreement:

	7/1/09	7/1/10	7/1/11	7/1/12	7/1/13
Residential Driver	22.60	23.30	24.00	T.B.N.	T.B.N.
Residential Laborer	22.60	23.30	24.00	T.B.N.	T.B.N.

ARTICLE 22 DURATION

This Agreement shall be in full force and effect from July 1, 2009 through June 30, 2014 and shall continue thereafter unless notice is given in writing to change, modify or terminate this agreement by either party to the other party sixty (60) days or more prior to the expiration of such period.

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LIST OF TOWNS

Arlington	Belmont	Boston	Braintree
Brookline	Cambridge	Canton	Chelsea
Dedham	Everett	Lynn	Malden
Medford	Melrose	Milton	Needham
Newton	Norwood	Peabody	Quincy
Randolph	Revere	Somerville	Stoneham
Watertown	Weymouth	Winchester	Winthrop

Should Employer be awarded a contract by any Massachusetts city or town not listed above, such a contract will not be covered by this Agreement.

PURCHASE AMERCIA

President

TEAMSTERS LOCAL UNION NO. 25

Affiliated with he International

Brotherhood of Teamsters

Title: President/Principal Officer

Title: Business Representative

Date: 6/26/09



Teamsters Local Union No. 25

affiliated with the

International Brotherhood of Teamsters

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AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 25

AND

PURCHASE AMERICA d/b/a SUNRISE SCAVENGER

SEAN M. O'BRIEN
President / Principal Officer

MARK A. HARRINGTON Secretary-Treasurer

JOHN A. MURPHY
Vice President / Business Agent

STEVEN R. SULLIVAN Recording Secretary / Director of Organizing

TIMOTHY P. MADDEN

JACQUELINE "Jackie" ADDISON
Trustee

JOHN "Jay" MANLEY
Trustee

ROBERT B. McALLISTER
Business Agent

GEORGE B. SLICIS
Business Agent

THOMAS G. MARI
Business Agent

ROBERT E. FABRIZIO

Business Agent

DAVID A. PIETROFORTE

Business Agent

GERALD T. GODIN
Business Representative

The parties agree that cell phone use and texting will not be permitted during work hours.

In the event an emergency situation should arise, the employer will make every effort to expeditiously cooperate with employees.

TEAMSTERS LOCAL UNION NO. 25

PURCHASE AMERICA d/b/a SUNRISE SCAVENGER

President/Principal Officer

President

Date: \bigcup_{u}

Jung 26, 2009

Date June 26

Business Representative

Date: June 26, 2009